Application Serial No. 10/766,550 Amendment Dated July 26, 2006 Reply to Office Action of May 3, 2006

DISCUSSION

Applicant would like to thank the Examiner for the courtesy of a personal

interview. It is hoped that the amended claims will overcome the cited references as

discussed below.

Claim 1 was amended to insert a comma between the words "seam tape" and

"said portion" to overcome the §112 objection. Further, the claim was amended to indicate

that the membrane has a thickness greater than or equal to the thickness of the seam

tape. The claim was also amended to indicate that the membrane sheeting is folded upon

itself only once. Finally, at the end of the claim, a phrase was added indicating that a roll

of sheeting is formed. This provides antecedent basis for claim 8.

Claim 7 was added, which is dependent on claim 1. This claim adds the

limitation "wherein said seam tape does not extend beyond the first edge of said

membrane sheeting."

New claim 8, which is dependent on claim 1, indicates that the roll of sheeting

is transported to a job site, unrolled, and the seam tape is adhered to an edge of an

adjacent membrane sheet. This is supported in the specification at page 5, lines 15-19.

The claims as they currently read are not anticipated by the cited of the

Leeuwenburgh '699 reference. As indicated, claim 1 was amended to indicate that the

sheeting is folded only once and that the membrane has a thickness that is greater than

or equal to the thickness of the seam tape. This is opposite of what is disclosed in the

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Leeuwenburgh reference. As indicated at lines 46 ff of column three, the plastic material

is folded lengthwise seven times in order to achieve greater thickness. Further, the product

disclosed in the cited reference has a tape edge member which is much thicker than the

plastic film. Accordingly, the Leeuwenburgh reference does not disclose either of the

added limitations in claim 1: the thickness of the membrane being greater than or equal to

the seam tape, or that the membrane is folded only once.

These limitations are important for applicants' endeavor. Folding a roofing

membrane multiple times would be impractical. If the seam tape was thicker than the

membrane, the invention simply would not function unless the membrane was folded

multiple times. Accordingly, one does not have the option of practicing the method

disclosed in the Leeuwenburgh reference. For these reasons, applicants would maintain

that the claimed invention is new and unobvious in light of the Leeuwenburgh reference.

Claim 7 was added to further distinguish the present invention from the

Leeuwenburgh reference. The Leeuwenburgh reference specifically teaches adhesive

tape which projects beyond the width of the plastic (see column 3, lines 62-65). Applicant

in claim 7 has indicated that the seam tape does not extend beyond the edge of the

sheeting. If it did so, it could not be rolled and transported. The seam tape beyond the

edge of the membrane would adhere to adjacent layers of membrane, preventing the roll

from unrolling.

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Finally, claim 8 adds the limitation that the roll is actually taken to the job site unrolled and the seam tape is adhered to an adjacent membrane sheet. This feature is not disclosed anywhere in Leeuwenburgh since this is a product apparently used for painting. Two membrane sheets disclosed in Leeuwenburgh would never be adhered to each other for such a purpose.

In light of the above, applicants would request the Examiner reconsider the now-amended claims.

Respectfully submitted,

WOOD, HERRON & EMANS, L.L.P.

Gregory J. Lunn. Reg. No. 29.945

2700 Carew Tower 441 Vine Street Cincinnati, OH 45202 (513) 241-2324 - Telephone (513) 421-7269 - Facsimile